

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*P.O. Box 420603  
San Francisco CA 94142-0603*



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

**DREDGER (OPERATING ENGINEER)**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,  
SANTA BARBARA, AND VENTURA COUNTIES

RECEIVED  
Department of Industrial Relations

MASTER LABOR AGREEMENT

JAN 21 2005

between  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL UNION NO. 12  
Div. of Labor Statistics & Research  
Chief's Office

and the  
DREDGING CONTRACTORS ASSOCIATION OF CALIFORNIA

This Agreement made and entered into this 1st day of August, 2004, by and between the Dredging Contractors Association of California, hereinafter referred to as the Collective Bargaining Representative of Employer and the International Union of Operating Engineers, Local Union No. 12, hereinafter referred to as the Union.

ARTICLE I  
General Provisions

A. Definitions:

1. The term "Collective Bargaining Representative of Employer" as used herein shall mean the Dredging Contractors Association of California. The names of the members of said organization are listed immediately following the signatures in this Agreement.

2. The term "Individual Employer" shall mean any person or entity who or which is now or hereafter may become a member of the Dredging Contractors Association of California, and who has assigned its labor relation bargaining rights thereto. The names of such "assigned members" as of the date of this Agreement are listed immediately following the signatures.

3. The term "Union" as used herein shall mean the International Union of Operating Engineers, Local Union No. 12.

4. The term "Employee" as used herein shall mean all persons performing work in the area covered by this Agreement, excluding superintendents, assistant superintendents, captains, launch operators, timekeepers, messenger boys, guards, confidential employees and office help. When the Individual Employer uses anyone other than a uniformed or armed guard to perform guarding

19. Size in inches of the largest inside diameter of the discharge pipe shall be the determining factor in size of dredge.

### ARTICLE XIII Travel and Subsistence

A. For the purpose of reimbursing employees for travel and subsistence incurred, it is agreed that two (2) centers shall be designated within the area covered by this Agreement. These centers shall be as follows: The City Hall of Long Beach and San Diego. The area surrounding each of these two (2) centers shall be divided into three (3) zones as follows:

1. Free Zone - An area up to and including twenty (20) road miles from the said centers shall be known as the Free Zone.

2. Subsistence Zone - Any area more than twenty (20) road miles from the said centers shall be known as the Subsistence Zone.

3. Special Zone - An area extending twenty-five (25) miles from the shoreline of Lake Mead and all of Colorado River area shall be known as the Special Zone.

4. Effective August 1, 2004, Sixty Dollars (\$60.00) per day shall be paid in addition to any payments that may be due under Section A.

B. When the Individual Employer transfers or the employee is required to walk the pipeline from dock-to-dredge and/or from shore-to-dredge or from dredge-to-dock or from dredge-to-shore when the employees are going to work or returning there from should the boat time taken in transfer, or walking at the rate of three (3) miles per hour in either direction exceed ten (10) minutes, they shall receive Twelve Dollars (\$12.00) for each fifteen (15) minutes or fraction thereof that the transfer exceeds ten (10) minutes.

1. An employee hired to join a dredge in another port who advances his fare or his return fare upon completion of his employment shall be reimbursed by the Individual Employer on the next succeeding payday.

2. Traveling time shall be paid at straight-time rates, not to exceed eight (8) hours in twenty-four (24) hours. Effective November 8, 2004, travel allowance shall be paid at the current IRS

posted rate per road mile (37.5 cents per mile as of 2004).

3. An employee shall be reimbursed by the Individual Employer on his next regular payday for posted bridge and ferry tolls incurred for cars going to and from work upon the presentation of valid receipt.

4. If an employee is sent by the Individual Employer to work in a free zone from an area outside such free zone, such employee shall be paid, effective August 1, 2004, Sixty Dollars (\$60.00) per day in such zone during the first thirty (30) calendar days after commencing such employment. In the case of employees who are "transferred" or "terminated" or "quit" and rehired by letter in accordance with the Hiring Regulations, within thirty (30) days by the Individual Employer at another job or project shall receive effective August 1, 2004, Sixty Dollars (\$60.00) in such zone during the first thirty (30) calendar days after commencing such employment.

5. When crew is boarded by the Individual Employer, a sum not to exceed Sixteen Dollars (\$16.00) per day shall be charged for board and lodging, except when notice of absence is given. No deduction of less than a day.

6. The travel and subsistence payments provided in Paragraph 7 hereof shall not be made in the following cases:

a. To men employed at the Individual Employer's regular yard.

b. If full board and lodging is made available by the Individual Employer at the job.

7. Payment for travel and subsistence shall be made for each day as follows:

a. For jobs within the Free Zone, as defined under Section A, Paragraph 1 hereof, only those payments applicable under Section B, Paragraph 1, 2, and 3 hereof shall be made.

b. For jobs in the Subsistence Zone, as defined under Section A, Paragraph 2 hereof, subject to the provisions of Section B, Paragraph 5 hereof, effective August 1, 2004, Sixty Dollars (\$60.00) per day shall be paid in addition to any payments

that may be due under Section B, Paragraphs 1 and 2 hereof.

c. For jobs in the Special Zone as defined under Section A, Paragraph 3 hereof, subject to the provisions of Section B, Paragraph 5 hereof, effective August 1, 2004, Sixty Dollars (\$60.00) per day shall be paid in addition to any payment that may be due under Section B, Paragraphs 1 and 2 hereof

d. In the Subsistence Zone and Special Zone if the employee works six (6) days or forty-eight (48) hours per week, subsistence shall be paid for seven (7) days.

#### ARTICLE XIV Health and Welfare Plan

A. A health and welfare fund known as the Operating Engineers Health and Welfare Fund has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated November 23, 1954, and subsequently amended by the parties to this Agreement. The Contractors agree to abide by said Agreement and Declaration of Trust and, further to make payments to the Fund in the amount designated in Appendix "A" of this Agreement for all straight-time or overtime hours worked by or paid each employee under this Agreement. The participation of the Contractors in said Trust shall be for the duration of this Agreement and any renewal or extension thereof, or for the period workmen are employed under the terms of this Agreement.

B. In the event the Trustees determine that they are unable to maintain the then existing level of benefits of the Plan without reducing the reserve funds of the Trust below the minimum required six (6) months premium, they shall promptly advise the parties to this Agreement and Declaration of Trust of their conclusion and shall certify to said parties to this Agreement and Declaration of Trust of their conclusion and shall certify to said parties their estimate of the rate of contributions which will be sufficient to maintain the then existing level of benefits of the plan.

1. The parties to this Agreement agree that if a majority of the participants in this Plan at a Semi-Annual Membership Meeting or a special called General Membership Meeting desire to increase the hourly contribution, as contained in this Article, to maintain or increase the level of benefits by allocating additional cents per hour from their existing hourly